

क्रम संख्या 60 5-4977- 2 Jul 12101 421- 20407 ...दिनां 🗧 🕇 हिम्म क्य करने हर इंग्रेजन 2007 🕶 के ता स्थ فلأسف كشرون स्टान्य क्री इत्य क मूलचन्द भारती स्टाम्य विक्रेता लाईसेच्या नंम्बर-137 लाईरौन्स की खवबि 31 नार्थ 200 めっうり मुख्याप्रचारम 10.000.00 .80 10,080.00 4,000 फीस रजिस्ट्री नकल व प्रति शुल्क योगः शब्द लगमग श्री दीपक रावत प्रतिनिधि ऐज इन्फ्रास्ट्रीन्वर प्राप्न लि0 राज सिंह पुत्र श्री Derbs No 1 व्यवसा<u>य</u> व्यापार निवासी स्वायी 3/114 स0-5 राजेन्द्र नगर गा0 बाद अस्थायी पता ने यह लेखपत्र इस कार्यालय में : दिनांक 11/5/2012 ^{समय} 4:28PM रजिस्ट्रीकरण अधिकारी के हस्ताक्षर कर्ज निबन्धन हेत् पेश किया । वी0 के0 पाण्डय उपनिबन्धक द्वितीय निष्पादन लेखपत्र वाद सनने व समझने मजमूत् गाजियावाद मुख्तार कर्ता 11/5/2012 मुख्तार 1 श्री दीपक रावत प्रतिनि1ि ऐज इन्फ्रास्ट्रक्वर प्रा0 लि0 पुत्र श्री राज सिंह पुत्र/पत्नी श्रीं पेशा व्यापार श्री दीपक रावत प्रतिनिति जी0एस9आर0 फार्मस प्रा0लि0 पुत्र श्री राज सिंह पुत्र/पत्नी श्री पेशा व्यापार ATTINO श्री राजकिशोर वर्मा प्रतिनिग्नी द्वारिका इन्फोंकोम प्रा0लि0 पुत्र श्री रघुवीर सिंह पुत्र/पत्नी श्री पेशा व्यापार ŕ. b

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Consortium Agreement

This Consortium Agreement is made on 1st day of May 2012 by and between the following companies:

M/s Edge Infrastructure (P) Ltd; a company incorporated under the provision of the companies Act, 1956, having it's registered office at C-102, Kalkaji, New Delhi, Fax. No.: 0120 - 4150860 , E-mail Id: rawat.deepak2001@gmail.com through its Signatory Mr. Deepak Rawat S/o Late Sh. Raj Singh, R/O 3/114, Sector 5, Rajender Nagar, Ghaziabad (U.P.) duly authorized by Board Resolution dated 30-04-2012 passed in the Board Meeting which expression shall unless contrary for repugnant hereinafter referred to as a party of First Part.

<u>AND</u> ~~

M/s GSR Farms Pvt. Ltd. a company incorporated under the provision of the companies Act, 1956, having it's registered office at 208, Jagdamba Tower, Preet Vihar Commercial Complex, Preet Vihar, New Delhi Fax. No.: 0120-4150860, E-mail Id: rawat.deepak2001@gmail.com through its Director Mr. Deepak Rawat S/o Late Sh. Raj Singh, R/O 3/114, Sector 5, Rajender Nagar, Ghaziabad (U.P.) duly authorized by Board Resolution dated 30-4-2012 passed in the Board Meeting which expression shall unless contrary for repugnant to the context, here be deemed to be included their executors and assigns of successors hereinafter referred to as party of Second part

For BWARIKA INFOTOM PVT. LTD.

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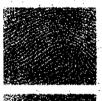
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वाहितर तिदिको स्टान्न निकोतः नावन• 266 बाहितले की अवधि 31 मार्च 20 42 वर्ष इडाव-5. बाबपसनगर, साहिबावाव बाह्यी?

ने निष्पादन स्वीकार किया । जिनकी पश्चान भी राजेन्द्र प्रसाद तिवारी पुत्र श्री टी0 एन0 तिवारी पेशा व्यापार निवासी जे-2 महेन्द्रा एन्क0 शास्त्री नगर गा0 बाद व श्री सजय मिश्रा Sada Mig Mar

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रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

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Kalkerti Dehu **M/s Dwarika Infocom Pvt. Ltd.**, a company incorporated under the provision of the companies Act, 1956, having it's registered office at 2, <u>Park end, Vikas Marg</u>, Delhi - 92 and <u>corporate</u> office at A-30, Sector 49, Noida 201 303, Fax. No.: 0120-4145505, E-mail Id: one@dwarikagroup.com, through its-Director Mr. Raj Kishore Verma duly authorized by Board Resolution dated 30-4-2012 passed in the Board Meeting which expression shall unless contrary for repugnant to the context, here be deemed to be included their executors and assigns of successors hereinafter referred to as a party of Third part.



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NOW THIS CONSORTIUM AGREEMENT AND ITS TERMS AND CONDITIONS AS ARE WITNESSED AS UNDER:-

1. Consortium Structure:

The name & style of this consortium shall be as "Edge Dwarika JV", having its registered office at 2, Park End, Vikas Marg, Delhi 110 092, and Site/branch office at Rajnagar Extension, Noor Nagar - Sihani, Tehsil & District Ghaziabad, for which P.A.N. shall be applied to the income tax department and other statutory obligations shall be completed in the name of Consortium as and when required.

All three members companies M/s Edge Infrastructure (P) Ltd, M/s GSR Farms Pvt. Ltd. & M/s Dwarika Infocom (P) Ltd. shall be responsible jointly for the project on prorate basis of their share. An Executive /working board shall be formed with one members of each group to make the policy & day to day decisions of the Consortium, which shall be maintained in board register, and shall be communicated, to all the consortium members through their registered E-mails. Executive Board members shall appoint/nominate/choose a one chairman, one Secretary & one treasurer (one from each of the member companies of the consortium) among themselves for the smooth operation of executive board for a period of 12 months. After 12 months the officials of the Board as mentioned above shall be re-appointed.

The object of the Consortium is to jointly develop an integrated group housing project in the area of Noor Nagar, Raj Nagar Extension Ghaziabad. All CONSORTIUM members shall be jointly responsible for the project and shall work honestly for the consortium with their expertise. However the execution & sale of project may be distributed among the interested consortium members on prorate basis of their shares, subject to binding of consortium specifications, plans, elevations and other policies.

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The roles & services of the members of this consortium shall be decided jointly and with the consent of all the parties.

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For CWARIKA INFOCOM PVT LTD. ed Signatory

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2,012 Year:

Date of Commencement/ Principal Place:-

This Consortium shall be deemed to have come into existence with effect from 1st April 2012. The principal place of business of the Consortium shall be or such other places as may be mutually decided by the Consortium members. This Consortium Agreement shall be valid enforceable till the completion of the subject project.

Shareholding basis in Consortium:-

a) The shareholding of all the members of the consortium shall be as under as on date.

S.N	Name of Member	Share in project
1	Edge Infrastructure (P) Ltd.	37.50%
2	GSR Farms Pvt. Ltd.	37.50%
3	Dwarika Infocom (P) Ltd.	25.00%
	Total Shares	100.00%

Project Management Structure:

a) The Executive Board shall manage the project allocating works to members of consortium and will also supervise the entire works right from planning, appointment, execution, sales, finance, accounts, legal and other interests of all consortium members. Suitable technical/administrative/supporting staff shall be appointed for this project by the executive board of the Consortium.

Funding and Basis Sharing the Expenditure & Remuneration:

- a) It is decided that all consortium members shall invest in the project as per their shareholding in the consortium. The books of accounts shall be maintained at one place at consortium office or as mutually decided place and kept open for inspection to all consortium members and their authorized representative (one from each company). Closing of accounts shall be on monthly basis.
- b) The Consortium may raise loans from the Financial Institution / Banks for the project and any shortfall in financing of the Project shall be contributed by the members of the consortium.
- c) Upon completion of the Project any profit and loss shall be shared by the consortium members in ratio of their shareholding.

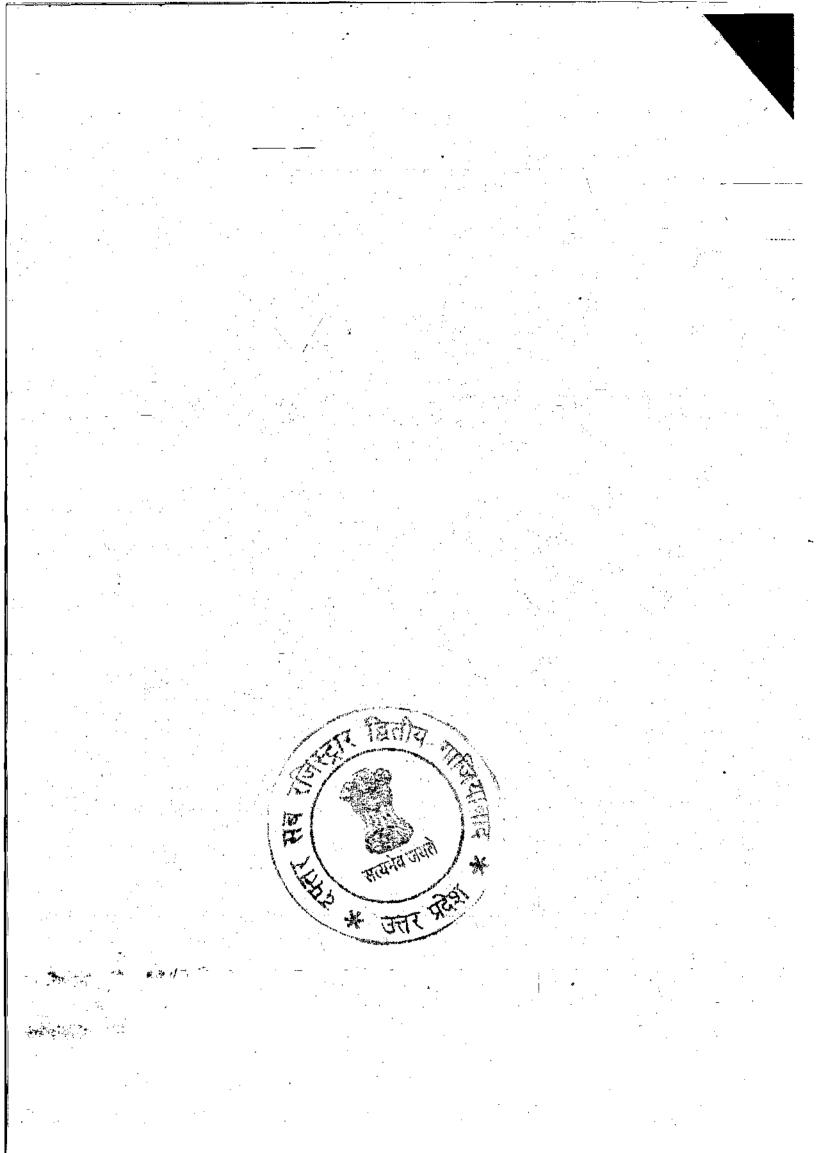
5. Bank account / Validity

That bank account(s) shall be opened in any nationalized / scheduled bank in the name of the Consortium which shall be open & operated with the signature of two members of executive board of which one shall be from Dwarika Infocom (p) Ltd. That the Financial year of the consortium shall be

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For DWARIKA INFOCOM PVT. LTD. horised Signatory



1st April to 31st March of every year. That during the continuance of this Consortium the accounts of the Consortium shall be closed every year on 31st day of March.

7. <u>Right & duties of members</u>

That the members of this Consortium shall have no right to assign any of its benefits, rights and liabilities under this agreement to any other company firm or person without obtaining the prior written consent from the other members of the consortium.

Governing Law / Waiver

This Consortium Agreement shall in respect be constructed in accordance with the Laws of India as amended from time to time and in the event of conflict between the provisions of this Consortium Agreement and the said laws the latter shall prevail. The waiver for any member of breach of any term of this Consortium Agreement shall not prevent the subsequent enforcement of that term. Also, this shall not be deemed to be a waiver of any subsequent breach.

<u>Confidentiality / Term</u>

All the members shall be under obligation not to disclose any information of terms of this Consortium Agreement to any third party. All documents and information exchanged between the members, for the purpose of the project under the Consortium, shall be treated as strictly confidential by the other members and shall not be shared by any other outside agency except the understanding of the members and there are no promises, terms and condition or obligations, oral or written, expressed or implied other than those contains herein, and variation, modification or alternation of any of the provisions of this Consortium Agreement shall be binding or either party unless reduced in writing and signed by them or their duly authorized representative as amendment to this Consortium Agreement. The terms and conditions of this Consortium Agreement may be modified / amended as may be stipulated by the Government of Uttar Pradesh and as mutually agreed by the Consortium members.

10. Miscellaneous / Liability.:

Nothing in this shall be construed providing for the sharing of the profit & loss arising out of the efforts of any of the members; except as may be provided for in any resultant sub-contract or consortium Agreement against the members. In no event shall the members of this Consortium Agreement have any obligation or liability to the other member or any remedy be available to the other members, except as expressly written herein. No party shall be liable, for any financial compensation arising out of the termination of the consortium Agreement, to other members of this Consortium Agreement. No partner shall be liable to other Party/members for any indirect, incidental, special or consequential damages howsoever caused, whether as a consequence of the negligence of one member or otherwise.

11. <u>Notice</u>

Any notice required pursuant to this Consortium Agreement shall be given in writing and shall be delivered by hand under acknowledgement or sending by facsimile or at their registered e-mail addresses as appearing in the beginning of this Consortium Agreement.

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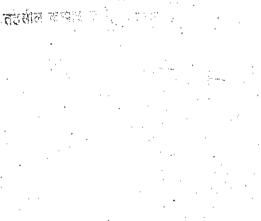
For DWARIKA INFOCOM PVE. 11

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12. Termination

This Consortium Agreement shall be terminated upon the arrival of the first of the following events:

- Rejection of the proposal by the Government of Uttar Pradesh.
- Upon completion of the Project.
- By joint resignation of all members of the Consortium.

13. Arbitration

All the members agree to settle amicably all disputes arising out of or concerning this consortium agreement. In the event of the members failing to amicably resolve any dispute in the foregoing manner, the matter shall be referred to the sole arbitrator to be decided mutually, whose decision shall be binding. It is also agreed that the Sole Arbitrator for all the disputes shall be Sh. I. S. Yadav, R/O R-9/239, Rajnagar, Ghaziabad.

IN WITNESS WHEREOF the members have executed this Consortium Agreement on this **j**1th day of May 2012 and have caused this consortium Agreement to be signed on their behalf in the manner set below:-

Witness

Signature

(1) Signature Name: 21 Si - 5 Meti Arakisto alt altan 19412 Address: Mo J-2, HE-SIK-Bodat 2411 W-1816 Name

Sasu muma (2) Signature Name: Crowith AT 810 AT CI CI 7 THAT Addressing min tracky menor-10 Hous Izert -C-060630569/29-1-06-11-55

M/s Edge Infrastructure (P) Ltd)

(For & on behalf of Second M/s GSR Farms Pvt. Ltd.)

For DWARIKA INFOTOS PVT LTD.

Authorized Signatory

(For & on behalf of M/s Dwarika Infocom Pvt. Ltd) आज दिनांक <u>11/05/2012</u> को वही सं <u>4</u> जिल्द सं <u>320</u> पृष्ठ सं <u>129</u> से <u>140</u> पर कमांक <u>153</u> रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



वी0 के0 पाण्डय उपनिबन्धक द्वितीय गाजियाबाद 11/5/2012



उत्तर प्रदेश UTTAR PRADESH

DG 334351

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SUPPLEMENTARY CONSORTIUM AGREEMENT

This Supplementary Consortium Agreement is made at Ghaziabad on this 17th day of January, 2017 between and amongst the following:

(1) M/s Edge Infrastructure Private Limited, in brief referred to as "EIPL" a company incorporated under the Companies Act, 1956 and having its registered office at C-102, Kalkaji, New Delhi- 110019 through its Director Shri Deepak Kumar Rawat, son of Late Shri Raj Singh Rawat, resident of 3/114, Sector-5, Rajendra Nagar, Sahibabad, Ghaziabad, duly authorized by the Board of Directors vide Resolution dated 16-01-2017, hereinafter referred to as the "Party of 1st Part" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include its successors in business, representatives, assigns, successor-in-interest, liquidators etc.

For Edge Infrastructure (P) Ltd. Directo

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Dirèctor

For GSR FARMS PVT. LTD.

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1 JAN 2017 43 क्म सख्या. विक्रम का लिथि.... 5. V. Let Estil Elucar स्टाम्प क्रम करने का प्रयोजन... स्टाम्प केता का नाम व प्ररा पता म्टाम्प की धनराशि..... अनित कुमार कंसल स्टाम्प्र विकेल लाईसेंस नम्बर 352 मूल आई.डी. से मीलान कर पृष्ठांकन किया गया। लाईसेस की अवधि 31 पाई WEATTH GARTES WILLIAM नि.लि मुन्नालाल भागीदारी विलेख 180.00 22 100.00 80 फीस रजिस्ट्री योग पुछ्तें की संरझा बक्रल ब प्रति शलक भागीदारी की धत्तराशि श्री दीपक कुमार रावत प्रतिनिधि ऐज इन्फ्रा0 प्रा0 लि0 • राज सिंह रावत पुत्र श्री व्यवसार प्र्याहनदु/मौक्ररी/अन्य त्रिवासी स्थायी 3/114 से 5 राजेन्द्र नगर लांप्रेबाद गां0बाद अख्यायी पता ने यह लेखपत्र इस कार्यालय में विगंक 17/1/2017 उमय 1138PM रजिस्ट्रीकरण/अधिकारी के हस्ताधार वजे सिबन्धन हेल्लु प्रेज्ञ किया। एस0 पी0 मिश्र AUSORNAL A HARMONIA उपनिबन्धर्म दितीय W17 between माजियाबाई निष्पादन लेखपत्र वाद स्रतने व समझवे मुबामुच 17/1/2017 भागीदार 5 kur श्री मीप्रक कुमार समूच प्रसिषिति ऐंज इन्फ्रां0 प्रा0 लि0 पुत्र श्री राज सिंह रावत पुत्र/पत्नी श्री. ,पेशा व्यापार/नौकरी/अन्य श्री मुकेश सन्द अम्बाल himis 11111 प्रतिसिगि जी0एस0आए0 प्राप्त जि0 11x पुत्र श्री बनवारी लाल पुत्र/पत्नी श्री धेशा व्यापाए/नोकरी/अच्य श्री राज किशोर वर्मा AUSWA प्रतिनिति द्वारिका इन्फ्रोकॉम प्रा0 लिपि पुत्र श्री रध्वीर सिंह पुत्र/पत्नी श्री पेशा व्यापार/नौकरी/अन्य RECOGNICANIA ANIA AND TO T at sector 179710 32

(2) M/s GSR Farms Private Limited, in brief referred to as "GSR" a company incorporated under the Companies Act, 1956 having its registered office at C-102, Kalkaji, New Delhi- 110019 through its Director Shri Mukesh Chand Aggarwal, son of Late Shri Banwari Lal, resident of C 211, Vivek Vihar, Delhi - 110095, duly authorized by the Board of Directors vide Resolution dated 16-01-2017, hereinafter referred to as the "Party of 2nd Part" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include its successors in business, representatives, assigns, successor-in-interest, liquidators etc.

For Edge Infrastructure (P) Ltd. For GSR FARMS PVT. LTD. Ruph Round -For DWARIKA INFOCOM PVT. LTD (MHP, Director Director Directo

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(3) M/s Dwarika Infocom Private Limited, in brief referred to as "DIPL" a company incorporated under the Companies Act, 1956 and having its registered office at 2, Park End, Vikas Marg, Delhi – 110092, through its DirectorShri Raj Kishore Verma son of Shri Raghubir Singh, Director, resident of A-30, Sector-49, Noida-201301 duly authorized by the Board of Directors vide Resolution dated 16-01-2017, hereinafter referred to as "Party of 3rd Part" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include its successors in business, representatives, assigns, successor-in-interest, liquidators etc.

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AND

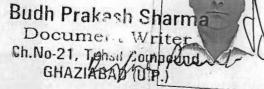
(The First Part, Second Part & Third Partare hereinafter individually referred to as a "Party" and collectively referred to as the "Parties").

For Edge Infrastructure (P) Ltd. For GSR FARMS PVT. LTD.

Republicator Director

m₁₁ Director

For DWARIKA INEOCOM PYT. LTD. Director



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भागीदार

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रधुबीर सिंह ए 30 सै 49 नोएडा व्यापार/नौकरी/अन्य







Whereas:

- (A) All aforesaid three parties have entered into and executed a Consortium Agreement dated 1st May, 2012 vide which formed a Consortium for Development & Construction of an Integrated Group Housing Project collectively on their respective land situated at Village Noor Nagar, Raj Nagar Extension, Ghaziabad, U.P., hereinafter be referred to as the "Project Land"under the name & style of "Edge Dwarika JV". Aforesaid Consortium Agreement was duly registered as Document No.153,Bahi No. 4, Jild No. 320, PageNo. 129 to 140 on 11.05.2012.
- (B) Development & Construction of aforesaid Integrated Group Housing Project namely "Edge Dwarika JV" could not becarried out due to certain reasons beyond the control of the parties hereto.Subsequently, the parties hereto have agreed to jointly develop the aforesaid "Project Land" as plotted/low rice/floor Residential Colony and got the same approved by Ghaziabad Development Authority vide Sanction Letter No. 98/MasterPlan/Zone-1/16, dated 24.10.2016.

For Edge Intrastructure (P) Ltd. , For GSR FARMS PVT. LTD.

Director

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MIH Director

For DWARIKA INFOCOM PVT. LTD.

Director

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NOW, THEREFORE, in changed circumstances and in consideration of mutual covenants, terms and conditions and understandings set forth in **"Consortium Agreement dated 01.05.2012"** the Parties herein, with intent to be legally bound, have agreed to develop and sell the developed plotted land on the said Project Land, as per approved plan by GDA, subject to the terms and conditions as agreed and appearing hereunder:-

 That all three parties hereto have agreed to jointly develop the Project Land as plotted landas approved by Ghaziabad Development Authority and other concern authorities under the name and style of "Edge Dwarika JV.".

For Edge Infrastructure (P) Ltd. For GSR FARMS PVT. LTD.

Rapeli Ronn/- Director

Director

For DWARIKA INFOCOM PVT. LTD. NN SIII Director



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- That share holding of all three parties hereto/members of the consortium namely "Edge Dwarika JV" shall be same as per original Consortium Agreement dated 01.05.2012 which is in the ratio of 37.5 : 37.5 : 25 between the first party, the second party and the third party respectively.
- 3. That all costs and expenses relating to development and construction of said Project Land into plotted land area as approved by the Ghaziabad Development Authority including expenses relating to payment of all contractors, labors,staff, GDA dues and statutory expenses etc. during the course of site development of the Project and all other incidental expenses shall be borne by the parties in their respective sharing ratio.

For Edge Infrastructure (P) Ltd. For GSR FARMS PVT. LTD. Portale Rand -MIH Director

FOR DWARIKA INFOCOM PVT. LTD. AN SIND Director

(a) A fille statist hereto/members a tree (a) "Elige Eligities d'V" stall be same as per orginal events differ of an 2012 which is in the tatio of 37.5 (b) and the first party the second party and the third (b) and the first party the second party and the third

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That the parties have agreed to execution of documents including 4. Plot Buyer Agreement/Agreement to Sell and Sale/Transfer Deed and registration thereof in favour of prospective buyer(s) shall be executed jointly by all the three Parties herein as land owners. It is further clarified that each party is entitled to sale for its allocation of share of plots jointly with other two parties herein for which other two parties shall facilitate/provide Board Resolution authorizing the director/nominee of the selling party. That the parties herein shall ensure that any construction on any plot by the perspective buyers. on the project be carried out only after getting the sale deed registered in the name of that buyer.

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FOR GSR FARMS PVT. LTC DWARKA WFOCOM PV Director

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- That this Supplementary Consortium Agreementshall be treated as 5. integral part of Consortium Agreement dated 01.05.2012. However, the terms & conditions specifically contain in this present Supplementary Consortium Agreement shall prevail over the terms & conditions of earlier Consortium Agreement dated 01.05.2012 executed between the parties.
- That all the parties hereto agree to settle amicably all disputes б. arising out of or concerning this Agreement or any matters not provided for herein. In the event, parties hereto failing to amicably resolve any dispute in the manner as above, the matter shall be referred to the Sole Arbitrator, whose decision shall be binding on all parties. It is also agreed that the Sole Arbitrator for all disputes shall be Shri Sudhir Rawat S/o Late Shri Raj Singh R/o 9/48, Sector-3, Rajender Nagar, Ghaziabad U.P.

For Edge Infrastructure (P) Ltd For GSR FARMS PVT. LTD. Omphile Kenny-MIH . Directo

Director

For DWARIKA INFOCOM PVT. LTD. SIIV



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IN WITNESS WHEREOF the Parties hereto have subscribed their respective signatures hereto on this Supplementary Consortium Agreement in the presence of witness on the day month & year first above written.

For Edge Infrastructure (P) Ltd. For Edge Infrastructure (P) Ltd. Public Rund-Director

Deepak Kumar Rawat Director

For GSR FARMS PVT. LTD.

For GSR Farms (P) Ltd.

Director ...

Mukesh Chand Aggarwal Director

For Dwarika Infocom (P) Ltd.

For DWARIKA INEOCOM PVT. LTD.

Director

Raj Kishore Verma Director

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